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Upon Recording, Please Return To:
Washington State Recreation and Conservation Office
PO Box 40917
Olympia, WA 98504-0917
Attn: Rory Calhoun

**DEED OF RIGHT TO USE LAND FOR
RECREATION PURPOSES
(Kettle River / Kroupa – WDFW)**

Grantor: The State of Washington, the Department of Fish and Wildlife

Grantee: STATE OF WASHINGTON, acting by and through the WASHINGTON
STATE RECREATION AND CONSERVATION FUNDING BOARD, and the
WASHINGTON STATE RECREATION AND CONSERVATION OFFICE,
including any successor agencies

Abbreviated

Legal

Description: Ptn. GL 6 & 14 in Section 3; Ptn. GL 5 in Section 4; Ptn GL 3 Section 15; Ptn
GL 1 & Ptn SE NE Section 16; all in Township 40N, Range 32E, W.M. (More
particularly described in Exhibit "A" (Legal Description), and as depicted in
Exhibit "B" (Property Map)),

Assessor's Property Tax Parcel Number(s): 24015220004002, 24016140001002 &
24004110004002

Reference Numbers of Documents Assigned or Released: N/A

The Grantor enters this Deed for and in consideration of monies coming in whole or in part from



the Outdoor Recreation Account. Such grant is made pursuant to the Project Agreement entered into between the Grantor and the Grantee entitled Kettle River Access, Project Number 14-1100C, signed by the Grantor on the 18th day of December, 2015 and the Grantee the 24th day of December, 2015 and supporting materials which are on file with the Grantor and the Grantee in connection with the Project Agreement.

The Grantor hereby conveys and grants to the Grantee as the representative of the people of the State, the right to enforce the following duties:

1. The Grantor shall take such reasonable and feasible measures as are necessary to protect the Real Property as described in Exhibit A: Legal Description for non-motorized water-related recreational activities, consistent with the Project Agreement, so as to provide public access to outdoor recreation opportunities in perpetuity and protect public outdoor recreation and park resources.
2. The Grantor shall allow public access to the Property as provided in the Project Agreement. Such access shall be subject to the restrictions allowed under the Project Agreement, by written agreement with the Grantee, or under state law. This provision is not intended to prevent reasonable access or use restrictions that are necessary for safe and effective management of the property consistent with outdoor recreation purposes and the Project Agreement.
3. The Grantor shall provide access to the Grantee to inspect the Real Property for compliance with the terms of this Deed and the applicable Project Agreement to which the Grantor is a signatory. Such access shall be subject to the restrictions, if any, allowed under the Project Agreement, by written agreement with the Grantee, or under state law. The Grantor warrants it has and shall maintain the legal right and means to reach the property.
4. Without prior written consent by the Grantee or its successors, through an amendment to the Project Agreement or the process set forth below, the Grantor shall not use or allow any use of the Real Property (including any part of it) that is inconsistent with the recreation purposes herein granted and as stated in the Project Agreement. The Grantor shall also not grant or suffer the creation of any property interest that is inconsistent with the recreation purposes herein granted and as stated in the Project Agreement.

Grantee's consent to an inconsistent use or property interest under this Deed shall be granted only to the extent permitted by law and upon the following three conditions, which ensure the substitution of other eligible land. The conditions are: (1) the substitute recreation land must be of reasonably equivalent usefulness, characteristics and location for the recreation purposes as the Real Property prior to any inconsistent use; (2) the substitute recreation land must be of at least equal fair market value to the



Real Property at the time of Grantee's consent to the inconsistent use; and (3) the fair market value of the Real Property at the time of the Grantee's consent to the inconsistent use shall not take into consideration any encumbrances imposed on or alterations made to that land as a result of the original state grant and other grants if such encumbrances or alterations reduce the value of the Real Property from what it would be without them.

For purposes of this Deed the Project Agreement includes any amendments thereto that occur prior or subsequent to the execution of this Deed.

This Deed contains covenants running with the land and shall be binding upon the Grantor, its successors and assigns, and upon any person acquiring the Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise. If the Grantor sells all or any portion of its interest, the new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be subject to applicable covenants and requirements under the Deed.

This Deed may not be removed or altered from the Real Property unless specific approval has been granted by the Washington State Recreation and Conservation Office and/or the Washington State Recreation and Conservation Funding Board or its successors.

The Washington State Recreation and Conservation Office and the Washington State Recreation and Conservation Funding Board and/or its successors shall each have a separate and independent right to enforce the terms of this deed.

REMAINDER OF PAGE IS INTENTIONALLY BLANK; SIGNATURE PAGES TO FOLLOW



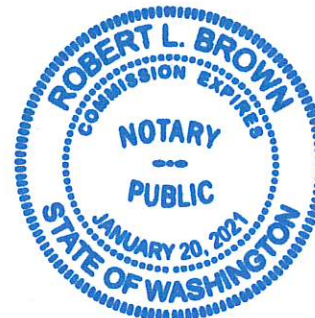
Grantor: THE STATE OF WASHINGTON, THE DEPARTMENT OF FISH AND WILDLIFE

Dated this 18 day of October, 2018

STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that PAUL DAHMER is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledge it as the ACTING LANDS DIVISION MANAGER for the Grantor, WA. DEPT. OF FISH & WILDLIFE and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

My commission expires 1/20/2021.



SIR

STATE OF WASHINGTON, acting by and through THE WASHINGTON STATE
RECREATION AND CONSERVATION FUNDING BOARD, administered by the
WASHINGTON STATE RECREATION AND CONSERVATION OFFICE

By:

Dated this 10th day of October, 20 18

STATE OF WASHINGTON)
) ss
COUNTY OF Thurston)

I certify that I know or have satisfactory evidence that Scott T. Robinson is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledge it as the Deputy Director for the Recreation and Conservation Office and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 10-10-18

Signed: Kathleen M. Bantjes

Notary Public in and for the State of Washington,

residing in Lacey, WA

My commission expires 12-1-18



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EXHIBIT A
Legal Description

Parcel A:

Government Lot 3 of Section 15, Township 40 North, Range 32 East, W.M., Ferry County, Washington, Except the North 870 feet of said Government Lot 3.

Together with that portion of the North 870 feet of said Government Lot 3 that makes up part of the island located in the Kettle River.

Tax Parcel Number 24015220004002

Parcel B:

Government Lot 1 of Section 16, Township 40 North, Range 32 East, W.M., Ferry County, Washington, The Southeast Quarter of the Northeast Quarter of Section 16, Township 40 North, Range 32 East, W.M., Except that part of the North 870 feet of the Southeast Quarter of the Northeast Quarter and, except the right of way for Kroupa Road No. 525, also known as Ferry County Road No. 525

Tax Parcel Number 24016140001002

Parcel C:

Those portions of Government Lots 6 and 14 in Section 3 and that Portion of Government Lot 5 in Section 4, all in Township 40 North, Range 32 East, W.M., Ferry County, lying easterly of Kroupa Road No. 525, also known as Ferry County Road No. 525; excepting the North 525 feet of said Government Lot 14, Ferry County, Washington.

Tax Parcel Number 24004110004002

All situate in the County of Ferry, State of Washington.

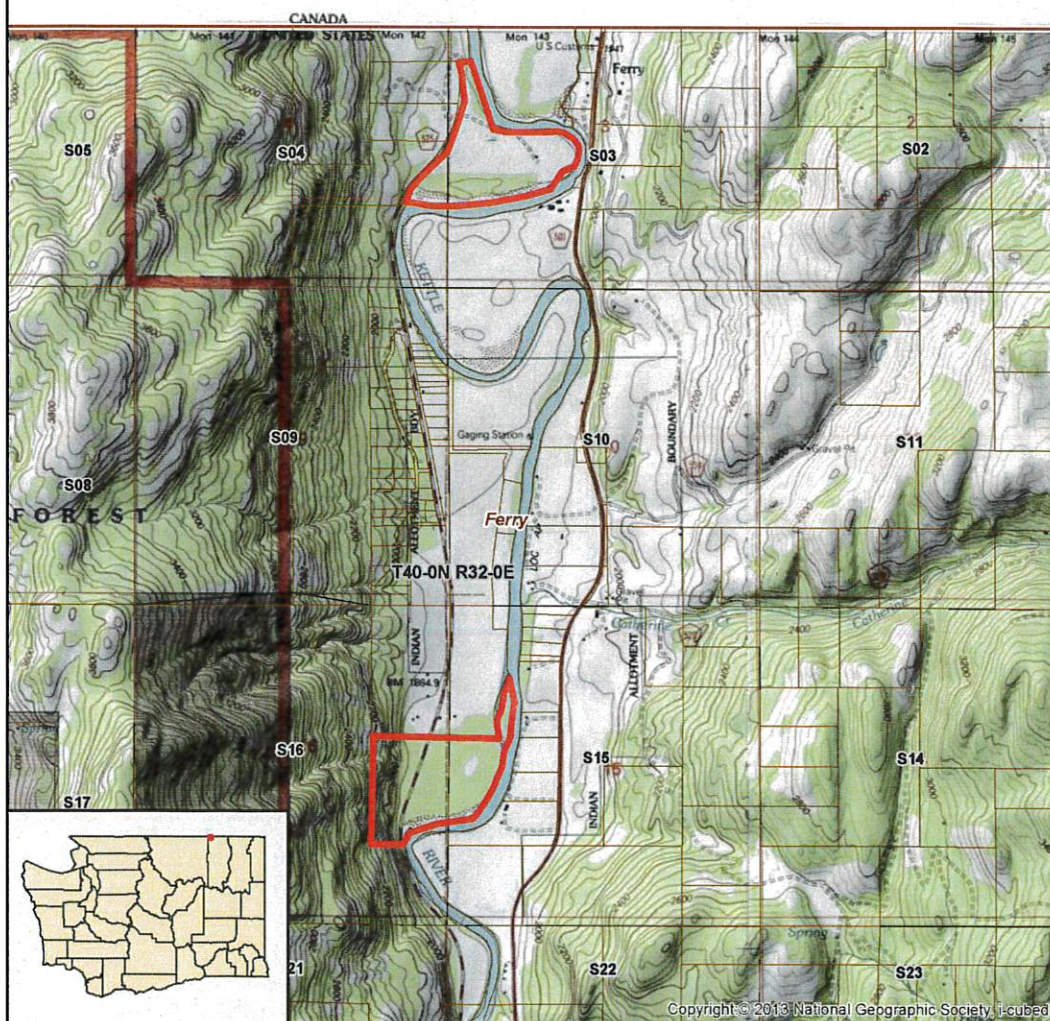
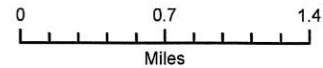


EXHIBIT B Property Map

WDFW - RCO 14-1100C Kettle River Access

LEGAL: Ptn. Sections 3, 4, 15 & 16, Township 40N, Range 32E

ASSESSOR'S TAX PARCELS #'S: 24015220004002, 24016140001002 & 24004110004002



Document Name: RE_template_20150605

User Name: brownrb

Date: 7/12/2018

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